

LESSEE

LEASE NO. Portion of Area 5

NAME: CUSTOM-BILT PRODUCTS CO. INC.

FIELD

ADDRESS: 6524 Ellis Avenue South

CONTACT: Donald E. Lapham, President

PHONE: RO 2-5080

TYPE OF
AGREEMENT: LEASE X MONTH-TO-
MONTH _____ CONCESSION
AGREEMENT _____ OTHER _____

EFFECTIVE: 1-1-72 THRU 4-30-78 LENGTH: 6 Years 4 Months

DESCRIPTION

OF PROPERTY: Portion of Area #5

USE: Manufacture of custom built window coverings.

MONTHLY

RENTAL: \$1613.40

(12th
-1 MONTHS DEPOSIT OF \$ 1613.40)SQ. FOOTAGE: 22,792. ^{9W}
22,044 as amended effective 7-1-72

@ SQ/FT/YR: 8.78c 84.9454 ± 9W

DESCRIPTION:

4512

**DESCRIPTION
OF CHANGE:****EFF. DATE
OF CHANGE:****UTILITIES****&/OR SERVICES**

INCL'D IN RENT: NONE

RENEGOTIATION:

7-1-77 (expired 4-30-78)

MAINTENANCE & REPAIR: Lessee shall maintain and keep the Leased Property, including any improvements constructed thereon, in good repair, order and condition, including but not limited to all electrical and plumbing utilities, but excluding exterior walls, roof, structural members, and foundations.

AMENDMENT: Effective 7-1-72 to encompass additional space and to modify certain provisions of the lease.

ASSIGNMENT:**SUBLEASES:****CANCELLATION:****SPECIAL
PROVISIONS/
MISC. INFO:**

Lessee may install a truckloading door, remove non-bearing partitions and may improve and alter the Leased Property by installation of trade fixtures, provided Lessor has previously approved in writing the plans and drawings for and location of such installations, and all costs shall be paid by Lessee. All such fixtures shall be & remain the personal property of Lessee.

Upon expiration, Lessee shall remove all improvements made by it and restore the Leased Property. All improvements Lessee is not obligated to remove shall become the property of Lessor.

AGREEMENT AND AMENDMENT OF LEASE

THIS AGREEMENT, made this _____ day of _____, 1972,
between King County, a political subdivision of the State of Washington, Lessor),
and Custom-Bilt Products Co. Inc., a Washington corporation (Lessee).

R E C I T A L S

1. King County entered into a lease with the Boeing Company dated September 14, 1955, which lease covered various areas at the King County Airport.
2. The Boeing Company entered into a sublease, referred to herein as The Agreement of March 17, 1971, with Custom-Bilt Products Co. Inc., for a portion of the area leased by the Boeing Company from King County, dated March 17, 1971, for the term commencing May 1, 1971 and ending April 30, 1978, for an area described in the sublease as:

The Easterly one-third of the building commonly known as the Ellis Avenue Building or Building 3-280, together with adjacent parking area, located on that certain land area forming part of Area 5 under the Airport Lease, as more particularly identified on the legal description and drawing attached hereto as Exhibit A and by this reference incorporated herein (Hereinafter called the "Leased Property").
3. The sublease was assigned from the Boeing Company to King County by an Amendment of Lease and Assignment of Sublease, dated December 14, 1971, the sublease thus becoming a lease from King County to Custom-Bilt Products Co. Inc.
4. King County and Custom-Bilt Products Co. Inc., mutually desire to amend the Agreement dated March 17, 1971 to encompass additional space and to modify certain provisions of the lease.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, King County and Custom-Bilt Products mutually agree as follows:

- A. The effective date of this Agreement will be the 1st day of July, 1972.
- B. Paragraph 1 of the Agreement of March 17, 1971 (Leased Property) is modified to read as follows:

Lessor hereby agrees to sublease to Lessee and Lessee hereby agrees to hire from Lessor the following-described property situated at the King County Airport, King County, Washington:

The Easterly one-third of the building commonly known as the Ellis Avenue Building or Building 3-280, together with adjacent parking area, located on that certain land area as more particularly identified on the legal description and drawing attached hereto as Exhibit A and by this reference incorporated herein, together with 4,080 square feet located in the middle bay of the Ellis Avenue Building, which area is the former "cafeteria" area, and an additional 432 square feet of the middle bay of the Ellis Avenue Building, both as shown on Exhibit B which by this reference is incorporated herein. (hereinafter called the "Leased Property").

ROUTE
DS.
JT.
JW.
TC.

File

Lessor also grants to Lessee access to and from the Leased Property over the route indicated on Exhibit A, and Lessee access to restrooms located in Building 3-280 as shown on Exhibit A, and the right to use such restrooms in common with Lessor and others, for the term of this Sublease.

- C. Paragraph 3 of the Agreement of March 17, 1971 (Rental) is modified to read as follows:

Lessee shall pay annual rental to Lessor in the amount of Nineteen Thousand Three Hundred Sixty and 80/100 Dollars (\$19,360.80) per year, which annual rental shall be paid in equal monthly installments of \$1,613.40 each, payable in advance on or before the first day of each calendar month during the term hereof, all such payments to be made to Lessor at Seattle, Washington, by check or money order payable to the order of The King County Airport. Concurrently herewith, Lessee has paid to Lessor the sum of Three Thousand Two Hundred Twenty-Six and 80/100 Dollars (\$3,226.80) to be applied as payment of the first and twelfth monthly rental installment due hereunder.

Lessee further agrees that if Lessor's insurance premiums for the building of which the Leased Property is a part are hereafter increased during the term of this Lease by reason of Lessee's activities under this Lease, then Lessee shall thereafter pay to Lessor an additional rental, in the manner required for monthly rental installments hereunder, the amount of any such ground rental increase allocable to the land subleased hereunder, and the amount of any such insurance premium increase allocable to Lessee's activities under this Lease.

- D. Paragraph 6 of the Agreement of March 17, 1971 (utilities and Services) is modified to read as follows:

6. Utilities and Services. Lessor shall provide at Lessee's expense, heat, water, sewer and electricity for the Leased Property, but subject to the terms and provisions of any contract which Lessor may have with the utility or service organization furnishing the particular utility or service to Lessor. In addition to rental payable hereunder, Lessee shall pay to Lessor on demand, as reimbursement for utilities furnished by Lessor to Lessee (the amounts thereof to be determined by Lessor if said utilities are not separately metered and billed by the servicing utility to Lessee for the Leased Property). Lessor shall not be liable for stoppage or interruption of any said utilities or services caused by riots, strikes, labor disputes, accidents, necessary repairs or conditions beyond Lessor's control. Lessee agrees not to connect or alter any utilities or equipment provided by Lessor without the consent of Lessor.

Lessee shall provide at its expense, maintenance and janitorial services for the Leased Property, garbage disposal and all other utilities.

- E. Paragraph 8 of the Agreement of March 17, 1971 (Taxes) is modified to read as follows:

Lessee will pay throughout the term of this Lease, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Lessee on the premises and all taxes on the leasehold interest created by this Lease.

- F. Paragraph 11 of the Agreement of March 17, 1971 (Insurance) is modified to read as follows:

HOLD HARMLESS

Custom-Bilt Products Co., Inc., Lessee agrees to protect and save King

County, its elected and appointed officials and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of Lessee's employees or third parties on account of personal injuries, death or damage to property arising out of the premises leased by Lessee or in any way resulting from the willful or negligent acts or omissions of the Lessee and/or its agents, employees or representatives.

INSURANCE

Lessee shall obtain and maintain continuously public liability insurance and/or other insurance necessary to comply with the hold harmless agreement incorporated herein with limits of liability not less than:

\$100,000 each person, personal injury

\$300,000 each occurrence personal injury

\$100,000 each occurrence property damage

Such insurance shall include the County as an additional insured and shall not be reduced or cancelled without 30-days written prior notice to the County.

The Lessee shall provide a certificate of insurance, or, upon written request of the County, a duplicate of the policy as evidence of insurance protection provided.

- G. Paragraph 21 of the Agreement of March 17, 1971 (Notices), shall be modified to read as follows:

Any and all notices and requests which are required to be given to Lessor shall be sent to Lessor at the following address or to such other address as Lessor may from time to time designate in writing:

King County Office of Property and Purchasing
Room E-531, King County Courthouse
Seattle, Washington 98104

Attention: Manager, Office of Property & Purchasing

Any and all notices which are required to be given to Lessee shall be sent to Lessee at the following address, or to such other address as Lessee may from time to time designate in writing:

Custom-Bilt Products Co., Inc.
6524 Ellis Avenue South
Seattle, Washington 98108

All notices and requests required by this Sublease which are mailed shall be mailed by United States certified mail, return receipt requested, and shall be deemed given upon the date when received by the addressee.

- H. Paragraph 22 of the Agreement of March 17, 1971 (Approval Required: Sublease Subject to Airport Lease) of the Agreement is modified to read as follows:

There will be no assignment or sublease of any portion of these premises without the prior written approval of King County.

- I. The following paragraph shall be added:

NON-DISCRIMINATION - In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed or national origin and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied, or subjected to discrimination in receipt of, the benefit of any services or activities made possible by or resulting from this Agreement on the ground of sex, race, color, creed, national origin or age, except by minimum age and retirement provisions.

Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part, of the Agreement by the County and may result in ineligibility for further County Agreements.

EXCEPT AS HEREIN provided the terms and conditions of said Agreement of March 17, 1971, shall be and remain in full force and effect.

IN WITNESS WHEREOF, this Agreement and Amendment is executed in triplicate on behalf of King County by the County Executive and on behalf of Custom-Bilt Products Co. Inc., by D. E. Lapham.

KING COUNTY, WASHINGTON

BY: Thomas M. Ryan
for JOHN D. SPELLMAN, County Executive

LESSEE

CUSTOM-BILT PRODUCTS CO. INC.

BY: D. E. Lapham
D. E. LAPHAM, President

DATE: _____

APPROVED AS TO FORM & LEGALITY

J. Richard Quind
Deputy Prosecuting Attorney

DATE: 7-5-72

STATE OF WASHINGTON)

County of King)

Thomas M. Ryan for

On this day personally appeared before me, John D. Spellman, to me known to be the Executive Officer of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

Given under my hand and official seal this 13th day of July, 1972.

Chris J. Rantis
NOTARY PUBLIC in and for the State of Washington

Residing at: Carnation

STATE OF WASHINGTON)
County of King) ss

On this day personally appeared before me John D. Spellman, to me known to be the County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

Given under my hand and official seal this _____ day of _____ 1971.

NOTARY PUBLIC in and for the State of Washington

Residing at _____

STATE OF)
County of) ss

On 5th day of July 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared D. E. Lapham known to me to be the _____ President, and _____ known to me to be _____ Secretary to the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Robert C. Martin

NOTARY PUBLIC in and for the State of
Washington residing at Seattle

STATE OF WASHINGTON)
County of)

STATE OF)
County of)

On the _____ day of _____ 19____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____ to me known to be the individual described in and _____ executed the within instrument and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____

Residing at _____

STATE OF)
County of) ss

On this _____ day of _____ 1971, before me personally appeared _____ to me known to be the individual who executed the foregoing instrument as Attorney in Fact for _____ and acknowledged that _____ signed the same as _____ free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.

NOTARY PUBLIC in and for the State of Washington

